

**EXECUTIVE DOCUMENT SUMMARY**

State Form 41221 (R10/4-08)

Instructions for completing the EDS and the Contract process.

Received**JUN 10 2009**

1. Please read the guidelines on the back of this form.

2. Please type all information.

3. Check all boxes that apply.

4. For amendments / renewals, attach original contract.

5. Attach additional pages if necessary.

IDOA Contracts**SG****1-31-09**

1. EDS Number: A305-8-72	2. Date prepared: 6/2/2009
3. CONTRACTS & LEASES	
<input type="checkbox"/> Professional/Personal Services <input type="checkbox"/> Grant <input type="checkbox"/> Lease <input type="checkbox"/> Attorney <input type="checkbox"/> MOU <input type="checkbox"/> QPA	<input type="checkbox"/> Contract for procured Services <input type="checkbox"/> Maintenance <input type="checkbox"/> License Agreement <input checked="" type="checkbox"/> Amendment# <u>1</u> <input type="checkbox"/> Renewal # <input checked="" type="checkbox"/> Other <u>JOINT AGRE</u>
FISCAL INFORMATION	
4. Account Number: 1000-12271.	5. Account Name: US Geological Survey Contract
6. Total amount this action: \$69,890.00	7. New contract total: 202,670.00
8. Revenue generated this action: \$0.00	9. Revenue generated total contract: \$0.00
10. New total amount for each fiscal year: Year 2008 <u>\$66,390.00</u> Year 2009 <u>\$66,390.00</u> Year 2010 <u>\$69,890.00</u> Year <u>\$</u>	
TIME PERIOD COVERED IN THIS EDS	
11. From (month, day, year): 7/1/2007	12. To (month, day, year): 6/30/2010
13. Method of source selection: <input type="checkbox"/> Bid/Quotation <input type="checkbox"/> Emergency <input checked="" type="checkbox"/> Negotiated <input type="checkbox"/> RFP# <input type="checkbox"/> Other (specify) <input type="checkbox"/> Special Procurement	
35. Will the attached document involve data processing or telecommunications systems(s)? <u>Yes: IOT or Delegate has signed off on contract</u>	
36. Statutory Authority (Cite applicable Indiana or Federal Codes): 13-14-2-5	
37. Description of work and justification for spending money. (Please give a brief description of the scope of work included in this agreement.) operate and maintain 7 streamflow gauging stations to collect hydrologic data and monitor shallow ground water system in the vicinity of the Grand Calumet River and Indiana Harbor.	
38. Justification of vendor selection and determination of price reasonableness: This is a joint venture between USGS and IDEM. These monitoring stations are owned by the US Dept of the Interior and are operated by the US Geological Survey. IDEM provides financial assistance for this activity with USGS also providing matching funds of \$35,910.00. This amendment provides for additional time and money to continue operation and maintenance on 7 streamflow gaging stations and for monitoring shallow ground water in the Grand Calumet area.	
39. If this contract is submitted late, please explain why: (Required if more than 30 days late.)	
40. Agency fiscal officer or representative approval 	41. Date Approved <u>7/9/09</u>
44. Attorney General's Office approval <u>swg</u>	45. Date Approved <u>6-18-09</u>

AGENCY INFORMATION	
14. Name of agency: IN Dept of Environmental Mgmt	15. Requisition Number:
16. Address: 100 N. Senate Ave. Indianapolis, IN 46206	
AGENCY CONTACT INFORMATION	
17. Name: Jane Roberts	18. Telephone #: 232-8198
19. E-mail address: jrobert@idem.IN.gov	
COURIER INFORMATION	
20. Name: Michelle Wright	21. Telephone #: 232-3362
22. E-mail address: mwright@idem.IN.gov	
VENDOR INFORMATION	
23. Vendor ID # 0000053398	
24. Name: UNITED STATES DEPARTMENT OF INTERIOR-	25. Telephone #: 290-3333
26. Address: INTERIOR-GEOLOGICAL SURVEY WRD 5957 LAKESIDE BLVD INDIANAPOLIS, IN 46278	
27. E-mail address: unknown	
28. Is the vendor registered with the Secretary of State? (Out of State Corporations, must be registered) <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
29. Primary Vendor: M/WBE Minority: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Women: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	30. If yes, list the %: Minority: <input type="checkbox"/> % Women: <input type="checkbox"/> %
31. Sub Vendor: M/WBE Minority: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Women: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	32. If yes, list the %: Minority: <input type="checkbox"/> % Women: <input type="checkbox"/> %
33. Is there Renewal Language in the document? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	34. Is there a "Termination for Convenience" clause in the document? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
RECEIVED JUN 18 2009 OAG-ADVISORY	
42. Budget agency approval 	
43. Date Approved <u>6/16/09</u>	
46. Agency representative receiving from AG	
47. Date Approved	



FIRST AMENDMENT TO JOINT FUNDING AGREEMENT

This is an Amendment to the Joint Funding Agreement ("the Agreement") entered into by and between the Indiana Department of Environmental Management (the "State") and the United States Geological Survey (the "Survey") dated September 17, 2007 and renewed July 1, 2008.

In consideration of the mutual undertakings and covenants hereinafter set forth, the parties agree as follows:

Additional time of twelve (12) months and additional funds of \$69,890.00 are needed on this Agreement for continuing services of operation and maintenance of seven (7) streamflow gaging stations (Task A) and for monitoring the shallow ground water system in the Grand Calumet River/Indiana Harbor Canal and surrounding area (Task B). See Attached Revised Exhibit A.

Change 1. Duties of the Survey which reads:

Task A: The Survey shall operate and maintain seven streamflow-gaging stations for the purpose of collecting hydrologic data to increase the hydrologic knowledge of Indiana. The data the Survey collects hereunder shall be shared by the parties to this agreement. These tasks shall be completed by the Survey in accordance with Exhibit A, incorporated herein.

The Survey shall operate and maintain the seven (7) streamflow-gaging stations for the cost shown at the following locations:

STATION		IDEM	USGS	TOTAL
NUMBER	STATION NAME	FUNDS	FUNDS	FUNDS
3329700	Deer Creek nr Delphi	\$9,990	\$1,510	\$11,500
3334500	South Fk Wildcat Ck nr Lafayette	\$6,000	\$5,500	\$11,500
3350700	Stony Ck nr Noblesville	\$6,000	\$5,500	\$11,500
3353120	Pleasant Run at Arlington, Indianapolis	\$10,600	\$900	\$11,500
3371500	East Fk White River nr Bedford	\$6,000	\$5,500	\$11,500
5515500	Kankakee River at Davis	\$6,000	\$5,500	\$11,500
5516500	Yellow River at Plymouth	\$6,000	\$5,500	\$11,500
	Total	\$50,590	\$29,910	\$80,500

Task B: The Survey shall monitor the shallow ground water system in the vicinity of the Grand Calumet River/Indiana Harbor Canal and surrounding area. The objective of this monitoring network is to provide data for long-term studies to assess the potential for groundwater contaminants to migrate to Lake Michigan or to the Grand Calumet River/Indiana Harbor Canal System. This monitoring network is done to obtain more detailed information about the physical characteristics and thickness of the Calumet Aquifer and the shallow flow regime in that aquifer and to select the best sites for groundwater quality monitoring.

Total depth to water (from a standard point) shall be measured by the Survey at seventy three (73) observation wells and six (6) surface water sites, at quarterly intervals during the year. The State portion of the cost shall be \$15,800. The Survey will provide a match of \$6,000.

To read:

1. Duties of the Survey Task A:

The Survey shall operate and maintain seven streamflow-gaging stations for the purpose of collecting hydrologic data to increase the hydrologic knowledge of Indiana. The data the Survey collects hereunder shall be shared by the parties to this agreement. These tasks shall be completed by the Survey in accordance with Exhibit A, incorporated herein.

The Survey shall operate and maintain the seven (7) streamflow-gaging stations for the cost shown at the following locations:

IDEM Annual Streamgage Cooperative Program for July 1, 2009-June 30, 2010		Current	Current	Current			
STATION		IDEM	USGS	TOTAL			
NUMBER	STATION NAME	FUNDS	FUNDS	FUNDS			
3329700	Deer Creek nr Delphi	\$10,490	\$1,510	\$12,000			
3334500	South Fk Wildcat Ck nr Lafayette	\$6,500	\$5,500	\$12,000			
3350700	Stony Ck nr Noblesville	\$6,500	\$5,500	\$12,000			
3353120	Pleasant Run at Arlington, Indianapolis	\$11,100	\$900	\$12,000			
3371500	East Fk White River nr Bedford	\$6,500	\$5,500	\$12,000			
5515500	Kankakee River at Davis	\$6,500	\$5,500	\$12,000			
5516500	Yellow River at Plymouth	\$6,500	\$5,500	\$12,000			
	Total	\$54,090	\$29,910	\$84,000			
STATION	Previous Expenditures for Gaging Stations	Renewal 7/1/08- 6/30/09		Total Funds for renewal period	Original Contract 7/1/07- 6/30/08		Total funds for original contract
NUMBER	STATION NAME	IDEM Funds	USGS Funds	Total	IDEM Funds	USGS Funds	Total
3329700	Deer Creek nr Delphi						
3334500	South Fk Wildcat Ck nr Lafayette	\$9,990	\$1,510	\$11,500	\$9,990	\$1,510	\$11,500
3350700	Stony Ck nr Noblesville	\$6,000	\$5,500	\$11,500	\$6,000	\$5,500	\$11,500
3353120	Pleasant Run at Arlington, Indianapolis	\$6,000	\$5,500	\$11,500	\$6,000	\$5,500	\$11,500
3371500	East Fk White River nr Bedford	\$10,600	\$900	\$11,500	\$10,600	\$900	\$11,500
5515500	Kankakee River at Davis	\$6,000	\$5,500	\$11,500	\$6,000	\$5,500	\$11,500
5516500	Yellow River at Plymouth	\$6,000	\$5,500	\$11,500	\$6,000	\$5,500	\$11,500
		<u>\$6,000</u>	<u>\$5,500</u>	<u>\$11,500</u>	<u>\$6,000</u>	<u>\$5,500</u>	<u>\$11,500</u>
	Total	\$50,590	\$29,910	\$80,500	\$50,590	\$29,910	\$80,500

Task B: The Survey shall monitor the shallow ground water system in the vicinity of the Grand Calumet River/Indiana Harbor Canal and surrounding area. The objective of this monitoring network is to provide data for long-term studies to assess the potential for groundwater contaminants to migrate to Lake Michigan or to the Grand Calumet River/Indiana Harbor Canal System. This monitoring network is done to obtain more detailed information about the physical characteristics and thickness of the Calumet Aquifer and the shallow flow regime in that aquifer and to select the best sites for groundwater quality monitoring.

Total depth to water (from a standard point) shall be measured by the Survey at seventy three (73) observation wells and six (6) surface water sites, at quarterly intervals during the year. The State portion of the cost shall be \$15,800 per year. The Survey will provide a match of \$6,000 per year.

Change 2. Consideration which reads:

The Survey will be paid at the rate of \$66,390 (and/or in accordance with the attached Exhibit A, Total Estimated Project Expense Budget) for performing the duties set forth above. Total remuneration under this Agreement shall not exceed \$132,780.

In addition, the Survey will be responsible for providing Federal Matching Funds of no less than \$35,910 per 43USC50; 50B; 36C but not to exceed the amount of the State contribution.

To read:

The Survey will be paid in accordance with the Table in Task A (and/or in accordance with the attached revised Exhibit A, Total Estimated Project Expense Budget). Total remuneration for this Agreement shall not exceed \$202,670.00.

In addition, the Survey will be responsible for providing Federal Matching Funds of no less than \$107,730 per 43USC50; 50B; 36C but not to exceed the amount of the State contribution.

Change 3. Term which reads:

This Agreement shall be effective from July 1, 2007 through June 30, 2009.

To read:

This Agreement shall be effective from July 1, 2007 through June 30, 2010.

All other matters previously agreed to and set forth in the original agreement and not affected by This amendment shall remain in full force and effect.

Non-Collusion and Acceptance. The undersigned attests subject to the penalties of perjury that he/she is the Survey, or that he/she is the properly authorized representative, agent, member or officer of the Survey, that he/she has not, nor has any other member, employee, representative, agent or officer of the Survey, directly or indirectly, to the best of the undersigned's knowledge, entered into or offered to enter into any combination, collusion or agreement to receive or pay, and that he/she has not received or paid, any sum of money or other consideration for the execution of this agreement other than that which appears upon the face of this Agreement.

In Witness Whereof, the Survey and the State of Indiana have, through duly authorized representatives, entered into this Amendment. The parties having read and understand the foregoing terms of this Amendment do by their respective signatures dated below hereby agree to the terms thereof.

SURVEY:

By: [Signature]
 Printed Name: SCOTTE MORLOCK
 Title: ACTING DIRECTOR, TNWSC
 Date: 5/29/09

Attested By: _____
 Printed Name: _____
 Title: _____
 Date: _____

INDIANA DEPARTMENT OF ENVIRONMENTAL MANAGEMENT

[Signature]
 Thomas W. Easterly, Commissioner

Date: 5/9/09

INDIANA OFFICE OF TECHNOLOGY

NOT APPLICABLE
 Gerry Weaver, Chief Information Officer

Date: _____

DEPARTMENT OF ADMINISTRATION

[Signature]
 Mark W. Everson, Commissioner

Date: 6/11/2009

STATE BUDGET AGENCY

[Signature] for
 Christopher A. Ruhl, Director

Date: 6/16/09

Office of the Attorney General

[Signature] FOR (for)
 Gregory F. Zoeller, Attorney General

Date: 6-18-09

EXHIBIT A
TOTAL ESTIMATED PROJECT EXPENSE BUDGET

The Survey shall be reimbursed by the State for estimated expenses in the following areas not to exceed the indicated amounts. Payment of up to \$202,670.00 will be made in arrears, upon submittal of an invoice and progress reports to the State, for the specified purposes. Funds cannot be released by the State until the work has been completed and the appropriate invoice and progress reports have been submitted to the State.

Type of Expenditure	Amount
Task A: July 1, 2007 – June 30, 2008	\$50,590.00
July 1, 2008 – June 30, 2009	\$50,590.00
July 1, 2009 – June 30, 2010	\$54,090.00
Task B: July 1, 2007 – June 30, 2008	\$15,800.00
July 1, 2008 – June 30, 2009	\$15,800.00
July 1, 2009 – June 30, 2010	\$15,800.00
Total:	\$202,670.00